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July 7, 1988

JUL 11 1988-11 20 AM

JUL 11 1987

INTERSTATE COMMERCE COMMISSION

Date: 7/13/88
Fee \$ 13.00

ICC Washington, D.C.

8-193A013

Secretary
Interstate Commerce Commission
12th and Constitution Avenues, N.W.
Washington, D.C. 20423

Attention: Mildred Lee - Room 2302

Re: Marine Midland Bank, N.A./Salt Car Leasing Company
Equipment Mortgage

Dear Secretary:

This law firm has served as legal counsel to Marine Midland Bank, N.A. and Salt Car Leasing Company in connection with the above-referenced mortgage of railroad cars. On their behalf, we enclose one fully-executed and acknowledged original of the document described below and one certified true copy of the same, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document is a Memorandum of Mortgage, a primary document, dated December 1, 1986.

The names and addresses of the parties to the document are as follows:

Mortgagor: Salt Car Leasing Company
Attention: Mortimer B. Fuller, III
157 Milton Road
Rye, New York 10580

Mortgagee: Marine Midland Bank, N.A.
Attention: Emmett B. Boylan
One Marine Midland Plaza
Rochester, New York 14639

ICC OFFICE OF
THE SECRETARY
JUL 11 11 25 AM '88
MEMORANDUM UNIT

Secretary
Interstate Commerce Commission
July 7, 1988
Page Two

A description of the equipment covered by the document follows:

Twenty-five (25) one hundred-ton (4,427 cubic feet capacity) steel-covered hopper railroad cars bearing railroad reporting marks GWIX 97500 through 97506, 97510, 97517, 97522, 97525, 97527, 97530 through 97533, 97535, 97537, 97539 through 97544 and 97546.

A fee of Thirteen Dollars (\$13.00) is enclosed. Please return all documents not needed by the Commission for recordation to the undersigned at the address of our law firm indicated above.

A short summary of the document to appear in the index appears as follows:

Memorandum of Mortgage dated December 1, 1986 summarizing a mortgage of even date therewith between Salt Car Leasing Company, 157 Milton Road, Rye, New York 10580, as Mortgagor, and Marine Midland Bank, N.A., One Marine Midland Plaza, Rochester, New York 14639, as Mortgagee, providing for the mortgage of twenty-five (25) one hundred-ton (4,427 cubic feet capacity) steel-covered hopper railroad cars bearing railroad reporting marks GWIX 97500 through 97506, 97510, 97517, 97522, 97525, 97527, 97530 through 97533, 97535, 97537, 97539 through 97544 and 97546.

Very truly yours,

HARTER, SECREST & EMERY



Charles D. Cramton

CDC/etg
Enclosures
cc: James B. Gray, Jr., Esq.
Mortimer B. Fuller, III

Interstate Commerce Commission
Washington, D.C. 20423

7/11/88

OFFICE OF THE SECRETARY

Charles D. Cramton
Harter, Secrest & Emery
700 Midtown Tower
Rochester, New York 14604-2070

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/11/88 at 11:20am, and assigned recordation number(s). 15715 & 15716 & 15716-A

Sincerely yours,

Narta L. McLee

Secretary

Enclosure(s)

1 5715
REGISTRATION NO. FILE NO.

JUL 11 1988 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

CERTIFICATE OF TRUE COPY

I, CHARLES D. CRAMTON, hereby state that I have compared the attached copy of the MEMORANDUM OF MORTGAGE dated December 1, 1986, by and between Salt Car Leasing Company and Marine Midland Bank, N.A. with the original and found the copy to be complete and identical in all respects to the original document.

Dated: July 7, 1988



Charles D. Cramton
Notary Public

CHARLES D. CRAMTON
NOTARY PUBLIC, State of New York
Qualified in Monroe County
Commission Expires February 9, 1989

MEMORANDUM OF MORTGAGE

1 5715
REGISTRATION NO. _____ FILED
JUL 11 1988 - 11 AM
INTERSTATE COMMERCE COMMISSION

THIS MEMORANDUM OF MORTGAGE, is made as of December 1, 1986, by and between SALT CAR LEASING COMPANY, a New York proprietorship of which Mortimer B. Fuller, III is the proprietor ("Mortgagor"), having a place of business at 157 Milton Road, Rye, New York 10580, and MARINE MIDLAND BANK, N.A., a national banking association ("Mortgagee"), having a place of business at One Marine Midland Plaza, Rochester, New York 14639.

NOTICE IS HEREBY GIVEN AS FOLLOWS:

1. Mortgagor and Mortgagee have entered into a Mortgage of Railroad Cars, dated December 1, 1986 (the "Mortgage"). Mortgagor and Mortgagee desire to enter into this Memorandum of Mortgage, which is to be filed with the Interstate Commerce Commission, in order that third parties may have notice of the estate of Mortgagee in the Cars and of the Mortgage; a copy of the Mortgage is being held by Mortgagee at its office having the mailing address stated above.

2. The Mortgage provides, in part, as follows:

W I T N E S S E T H:

That the Mortgagor does hereby grant, bargain, sell and release unto the Mortgagee, its successors and assigns forever, all and singular, the following described properties, rights and interests and all of the estate, right, title and interest of the Mortgagor in the railroad cars and other properties described on Schedule A annexed to the Mortgage and a copy of

which is annexed hereto, whether owned at the time of the execution and delivery of the Mortgage or thereafter acquired, together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the railroad cars described in Schedule A to the Mortgage, whether owned at the time of the execution and delivery of the Mortgage or thereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessories, and accumulations to any and all of said railroad cars, including all additions thereto which are at the time of the execution and delivery of the Mortgage or shall thereafter be incorporated therein, together with all the rents, issues, income, profits and avails thereof, all of which railroad cars, other properties, rights and interests transferred by the Mortgage, conveyed and mortgaged or intended so to be are hereinafter referred to as the "Cars".

TO HAVE AND TO HOLD the above granted and described property unto said Mortgagee, its successors and assigns forever.

PROVIDED, ALWAYS, and upon the express condition that if the Mortgagor, its successors and assigns shall, while no default exists under any of the provisions of a promissory note delivered by Mortgagor to Mortgagee in connection with the marking of the Mortgage (the "promissory note"), well and timely pay or cause to be paid to the Mortgagee, its successors or

assigns, the indebtedness incurred under the promissory note, with all interest thereon and any and all additional sums payable under the provisions of the promissory note and of the Mortgage, all in accordance with the terms thereof, then the Mortgage shall be void, otherwise to remain in full force and effect. If such payment in full is made by the Mortgagor while any such default exists and all such defaults are subsequently corrected by the Mortgagor, the Mortgagor shall be entitled to have the Mortgage discharged. The Mortgage is given and intended as a collateral and continuing security for the payment of the indebtedness described above incurred, or to be incurred by the Mortgagor to the Mortgagee whether such indebtedness shall at any time or from time to time have been reduced or paid in full and thereafter increased or reincurred and whether such indebtedness may at any time or from time to time exceed the total obligations incurred by the Mortgagor under the promissory note, and no renewal of, or extension of time of payment of the obligation or evidence of the indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefore or thereon or release or exchange of other collateral or any act or thing whatsoever, save payment as provided in the next proceeding paragraph, shall diminish, discharge, impair or affect the Mortgage or the lien thereof or the security afforded thereby.

AND, the Mortgagor covenants with the Mortgagee that upon the happening of any event of default as defined in the

promissory note, the Mortgagee's rights and remedies with respect to the Cars shall be those of a secured party under the Uniform Commercial Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted the Mortgage. Without in any way requiring notice to be given in the following matter, the Mortgagor agrees that any notice by the Mortgagee of the sale, disposition or other intended action under the Mortgage or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to the Mortgagor if such notice is mailed by certified or registered mail, postage prepaid, at least ten (10) days prior to such action, to Mortgagor's address specified above, Attn: Proprietor. The Mortgagor agrees to give such further notice of any sale or other disposition to any other person or corporation or to the public generally as it may believe desirable or as may be required by law. The proceeds of any sale, or other disposition after deduction of all expenses of the taking, keeping and sale of the Cars including without limitation any and all expenses incurred by the Mortgagee in any legal proceeding which it may institute for the recovery and possession of such Cars (herein called "Net Proceeds") shall be applied to the payment of the indebtedness secured by the Mortgage and the Mortgagor agrees to pay any deficiency. The Mortgagee may purchase at any such sale in the same manner and to the same effect as a person not interested therein. In no event shall the Mortgagee be required

to have the Cars present at the place of sale or comply with any other provisions of law respecting foreclosure of liens either in the State of New York or elsewhere.

The Mortgagee is appointed attorney-in-fact of the Mortgagor with full power of substitution to execute and deliver to any purchaser aforesaid, and is vested with full power and authority to make in the name and on behalf of the Mortgagee, a conveyance of the title to each of the Cars so sold. In the event of any sale of any of the Cars, under any power contained in the Mortgage, the Mortgagor will, if and when required by the Mortgagee, execute such form of conveyance of the Cars as the Mortgagee may direct or approve.

The Mortgage and all covenants, powers, rights therein contained shall bind and shall inure to the benefit of the parties and their respective successors and assigns.

The terms of the Mortgage and all rights and obligations thereunder shall be construed and interpreted in accordance with the laws of the State of New York in which state it was executed and delivered.

* * *

3. It is expressly understood and agreed that this Memorandum of Mortgage is not intended to recite in full all of the provisions of the Mortgage, or to supersede or in any manner amend or modify the Mortgage or the respective rights,

obligations and duties of the parties under the Mortgage, but said Mortgage and all and singular terms, covenants and conditions thereof shall continue and remain in full force and effect in all respects as though this Memorandum of Mortgage had not been executed.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Mortgage as of the date first above written.

SALT CAR LEASING COMPANY

By: 

Mortimer B. Fuller, III

MARINE MIDLAND BANK, N.A.

By: 

Emmett B. Boylan
Administrative Vice President

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) SS:

On this 4th day of November, 1987, before me personally appeared Mortimer B. Fuller, III, to me personally known, who being by me duly sworn, says that he is the proprietor of SALT CAR LEASING COMPANY, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said proprietorship.


Notary Public

My commission expires: _____
(Seal)

Brooks L. Gallagher
Notary Public

My Commission Expires March 31, 1990

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this 21st day of June, 1988, before me personally appeared Emmett B. Boylan, to me personally known, who being by me duly sworn, says that he is an Administrative Vice President of MARINE MIDLAND BANK, N.A., that the seal affixed to the foregoing instrument is the seal of said national bank, that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.


Notary Public

My commission expires: _____
(Seal)

JAMES B. GRAY, JR.
NOTARY PUBLIC, State of New York
Qualified in Monroe County
My Commission Expires Oct. 19, 1989

This Memorandum of Mortgage pertains to the following property:

SCHEDULE A

To Mortgage of Railroad Cars dated as of December 1, 1986
between Salt Car Leasing Company and GWI Rail Management Corporation.

100-Ton, 4427 cubic feet capacity steel covered hopper cars.

Reporting Marks

Running Numbers

GWIX	97500
GWIX	97501
GWIX	97502
GWIX	97503
GWIX	97504
GWIX	97505
GWIX	97506
GWIX	97510
GWIX	97517
GWIX	97522
GWIX	97525
GWIX	97527
GWIX	97530
GWIX	97531
GWIX	97532
GWIX	97533
GWIX	97535
GWIX	97537
GWIX	97539
GWIX	97540
GWIX	97541
GWIX	97542
GWIX	97543
GWIX	97544
GWIX	97546